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owing to the nature of the consideration, equitable relief should nevertheless be granted. Within this limitation the present case directly falls.

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — COMMITMENT OF DEFENDANT ACQUITTED BECAUSE OF INSANITY. — A defendant was acquitted of a charge of homicide because of insanity. Under a statutory provision the court thereupon committed him to an asylum. He applied for a discharge under a writ of *habeas corpus*. The superintendent of the asylum had adjudged him still insane. *Held*, that the writ be dismissed. *People ex rel. v. Baker*, 59 N. Y. Misc. 359 (Sup. Ct.). See NOTES, p. 218.

CONSTITUTIONAL LAW — PERSONAL RIGHTS: CIVIL, POLITICAL, AND RELIGIOUS — STATUTE COMPELLING COLOR LINE IN PRIVATE SCHOOLS. — A statute made it unlawful for any person, corporation, or association of persons, to maintain a school where persons of the white and negro races were taught. A domestic corporation was convicted under the statute. *Held*, that the defendant corporation has been deprived of no right guaranteed by the federal Constitution. *Berea College v. The Commonwealth of Kentucky*, U. S. Sup. Ct., Nov. 9, 1908. See NOTES, p. 217.

CONSTITUTIONAL LAW — POLICE POWER — PROHIBITION OF POSSESSION OF GAME DURING CLOSED SEASON. — A New York statute makes possession of grouse or plover during the closed season a misdemeanor, whether the birds were taken within or without the state. The relator was arrested for having in his possession grouse and plover taken in Russia and England, and the court refused to release him on *habeas corpus*. He appealed, alleging as error that the statute is unconstitutional in that it takes property without due process and is an unjustifiable interference with interstate and foreign commerce. *Held*, that the statute is a legitimate exercise of the police power, and is not invalidated by the fact that it may indirectly interfere with interstate and foreign commerce. *State of New York v. Hesterberg*, U. S. Sup. Ct., Nov. 2, 1908.

For a discussion of the principles involved, see 17 HARV. L. REV. 418.

CONSTITUTIONAL LAW — SEPARATION OF POWERS — EXCLUSION OF ALIENS AS A JUDICIAL QUESTION. — A resident alien attempted to return after a temporary absence from the United States. Under the Immigration Act of 1903, he was excluded on the ground that he was afflicted with a dangerous disease. He brought a writ of *habeas corpus*, contending that the act does not apply to aliens formerly domiciled in this country. *Held*, that the act does so apply. *In the Matter of Hermine Crawford alias Marie Mayvis*, 40 N. Y. L. J. 419 (Dist. Ct. N. Y., Oct. 28, 1908). See NOTES, p. 221.

CONTEMPT — ACTS AND CONDUCT CONSTITUTING CONTEMPT — REFUSAL TO TESTIFY BEFORE COMMISSIONER IN DEPORTATION PROCEEDINGS. — In deportation proceedings against a Chinese a commissioner ordered him to testify as a witness in the case. He refused so to testify. *Held*, that he is guilty of contempt of the district court which appointed the commissioner. *Tom Wah v. United States*, 163 Fed. 1008 (C. C. A., Second Circ.).

Aliens have no right to enter or remain in the United States. *Fong Yue Ting v. United States*, 149 U. S. 698. Their removal is, then, not punishment; and deportation proceedings are not criminal. *United States v. Hing Quong Chow*, 53 Fed. 233. Accordingly, a statute imposing on an alien the burden of proving his right to be in the United States has been upheld as establishing a rule of civil evidence. *In re Sing Lee*, 54 Fed. 334. And a statement by a Chinese that he entered the country unlawfully is not a confession of crime. *United States v. Hung Chang*, 134 Fed. 19. The court seems, therefore, clearly right in holding that the appellant here was not a party to a criminal suit and so had no constitutional right to refuse to testify. *United States v. Hung Chang, supra*. To render proceedings before a commissioner effective there must be some way of punishing one who thus wrongfully refuses to testify. It is well settled that the commissioner cannot punish for contempt. *In re Perkins*, 100 Fed. 950. The principal case, the first

square decision on the point, logically bridges the gap by holding that disobedience of the commissioner's orders is contempt of the court appointing him and is punishable as such. See *United States v. Beavers*, 125 Fed. 778.

CONTRACTS — CONSIDERATION — PROMISEE A STRANGER TO THE CONSIDERATION. — At the request of his father, and in consideration of advances from him, the defendant executed a writing promising the plaintiff to pay her an annuity. *Held*, that the defendant is liable to the plaintiff. *Hamilton v. Hamilton*, 112 N. Y. Supp. 10 (App. Div.). See NOTES, p. 223.

COPYRIGHT — INFRINGEMENT — EFFECT OF RESTRICTIVE NOTICE IN BOOK. — The owners of a copyright published a book in which there was printed a notice that any sale at retail for less than one dollar would be treated as an infringement of the copyright. The defendant bought with notice from a wholesale dealer, who was under no agreement to enforce the terms of the notice, and resold at less than one dollar. *Held*, that there is no infringement under the copyright statute. *Bobbs-Merrill Co. v. Straus*, 210 U. S. 339.

By statute authors may secure for a limited time "the sole right of printing, publishing, and . . . vending" their writings. U. S. COMP. ST., § 4952. But the owner of a copyright has power to control sales only so long as he owns the particular copies involved. *Henry Bill Publishing Co. v. Smythe*, 27 Fed. 914. If title passes, the owner cannot restrain future sales in spite of any restrictive agreement, but has only an action on the contract. *Harrison v. Maynard*, 61 Fed. 689. Under similar statutes protecting patents, a sale with a restrictive notice has been held to pass only a qualified title. *The Button Fastener Case*, 77 Fed. 288. But copyright statutes are intended to protect not so much the physical thing created as the right of multiplying copies. See *American Tobacco Co. v. Werckmeister*, 207 U. S. 284. And the courts seem to think that an author realizes sufficiently on the product of his labor when he is allowed the benefits of a first sale. *Wheaton v. Peters*, 8 Pet. (U. S.) 591. Accordingly, they refuse to construe the statute as giving the right to control future sales, and hold that title passes unrestricted in spite of the notice.

CORPORATIONS — DISSOLUTION — OUTSTANDING CERTIFICATES. — The defendant, in consideration of the transfer of stock in the A corporation, agreed to pay the holders of preferred stock certain dividends "so long as the certificates are outstanding." The A corporation was later dissolved by vote of the defendant, as majority stockholder, and a decree for the distribution of its assets was issued. The plaintiff, a preferred stockholder, did not present his certificate under this decree, but sued the defendant on his agreement. *Held*, that he cannot recover. *Bijus v. Standard Distilling & Distributing Co.*, 70 Atl. 934 (N. J., Ct. Ch.).

A stock certificate is simply evidence of the holder's right to a given share in the management, profits, and ultimate assets of the corporation. *Mechanics' Bank v. N. Y. & N. H. R. R. Co.*, 13 N. Y. 599. Upon dissolution the certificates represent the resulting equitable rights of the stockholders to their several distributive shares in the corporate funds. *James v. Woodruff*, 10 Paige (N. Y.) 541. And these shares are determined by the decree of dissolution, upon which the certificates are merely evidence of a right to receive certain definite sums under that decree. The court therefore seems justified in holding that these certificates are no longer outstanding within the meaning of the agreement. Hence the contract is by its express terms at an end. Where a corporation makes an employment or other continuing contract for a given number of years there may be a condition implied in fact not to dissolve within that period. *Inchbald v. Western Neilgherry Coffee Co.*, 17 C. B. N. S. 733; *Seipel v. Internat'l Life Ins. Co.*, 84 Pa. 47. But in the present case the defendant's liability is expressly made dependent upon the certificates remaining outstanding, and the court seems correct in refusing to imply an obligation in law not to terminate such liability by voting for dissolution.

CORPORATIONS — TORTS AND CRIMES — WHETHER CHARITABLE CORPORATION LIABLE FOR NEGLIGENCE OF AGENT. — Through the negligence of